IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.389 OF 2003

IN

SUMMARY SUIT NO.734 OF 2003

Rameshkumar M.Mehta .. Plaintiff

versus

Pravinkumar P.Rathod .. Defendant

...

Mr.R.D.Dave i/b N.N.Vaishnava & Co for Plaintiff.

Mr.H.K.Menghani for Defendant.

CORAM : D.G. KARNIK, J

DATED : 1st February, 2005.

P.C:-

1. In view of the disposal of the suit does not survive and is disposed of.

D.G.KARNIK, J

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vs

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Mr.H.K.Menghani for Defendant

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P.C.

1. Learned counsel for the parties hand in the consent terms which are signed by the plaintiff and the defendant nos. 1 and 2 who are personally present in Court and are identified by their counsel. The plaintiff admits the consent terms. The defendant

also admit the consent terms which have been interpreted to them by the Interpretor. They admit that they have understood the consent terms. There is an endorsement of the Interpreter below the consent terms. Consent terms are also signed by the respective advocates. Undertakings contained in para 4 are recorded and accepted. Hence, there shall be an order in terms of consent terms except clause 6. Issue court fee refund certificate as per rules.

D.G.KARNIK, J